

MEMORANDUM OF AGREEMENT
Pre-Filing Unfair Labor Practice Dispute Resolution Process

This is an agreement between the Air Force Material Command, Warner Robins Air Logistics Center, Robins AFB, Georgia (the Activity) and American Federation of Government Employees, Local 987 (the Union), referred to jointly as the parties. The purpose of this agreement is to establish an alternative dispute resolution process that affords the parties the opportunity to avoid unfair labor practice (ULP) disputes and to resolve those disputes that do arise without the necessity for filing ULP charges. The process described in this Agreement is referred to as the Pre-Filing ULP Process.

A. Scope of the Pre-Filing ULP Process

The Pre-Filing ULP Process applies only to those disputes that historically have been the subject of ULP charges. These disputes are referred to as potential ULP disputes.

B. Role of Dispute Resolution Specialists

The parties agree to utilize the services of non-bargaining unit employees of the employee relations and labor relations sections as dispute resolution specialists (DRSs) to perform the following functions:

Serve as a facilitator during the meetings between the Union and the Activity at Step 2 described below. A DRS does not serve as a representative of either of the parties and does not serve as a mediator. Rather, the role of the DRS is to encourage open discussion between the parties and to create an environment where the potential ULP dispute can be resolved;

- Coordinate and arrange for the meetings between the Union and the Activity held under the Pre-Filing ULP Process; and

Collect data and keep records on the implementation of the Pre-Filing ULP Process as set forth in paragraph I below.

C. Pre-Filing ULP Process

(1) A potential ULP dispute may be processed under the Pre-Filing ULP Process by any of the following ways:

- a. an employee contacts the Union office about a potential ULP dispute;
- b. a Union Steward or another Union official contacts the Union office about a potential ULP dispute; or
- c. an authorized Union official becomes aware of a potential ULP dispute.

(2) When one of the above events occurs, the Union determines whether there is, in fact, a potential ULP dispute that should be processed under the Pre-Filing ULP Process.

(3) If either party determines that there is no potential ULP dispute, the issue is not processed under the Pre-Filing ULP Process and the Union is free to file a ULP charge with FLRA on the matter.

(4) If determined that there is a potential ULP dispute, the Union invokes the Pre-Filing ULP Process by taking the following actions:

STEP 1

A. The Union representative initially contacts the DMO of the Activity. These two individuals will jointly determine which supervisor/manager is at the appropriate level of the conflict and is empowered to resolve the dispute; and

B. The supervisor/manager, the Union representative, the DMO, and any other necessary employees, stewards and Activity officials meet in an attempt to discuss the issues, understand the various points of view and attempt in good faith to resolve the dispute. At the conclusion of the meeting, the Union representative completes the Pre-Filing ULP Dispute Resolution Process Data Tracking Sheet and forwards to the DMO and DPCEL within 1 day.

STEP 2

If the potential ULP dispute is not resolved at Step One, and if the Product Director for the Activity organizational component where the conflict exists, or his/her representative, was not present at the Step One meeting, the DRS arranges a meeting with the Product Director, or his/her representative, the Union representative, the DMO, and any other necessary employees, stewards and Activity officials in an attempt to discuss the issues, understand the various points of view and attempt in good faith to resolve the dispute.

STEP 3

If the dispute is not resolved at Step 1, and if necessary Step 2, the DRS arranges a meeting between the Commanding General or designee and the Union President or designee to resolve the issue, who will meet as necessary in an attempt to resolve the dispute. The Labor Relations Officer or designee will be present for note taking. Other individuals may be present at the meetings at the discretion of both parties.

Time Goal

The DRS, Union representative, and the Activity officials involved in the Pre-Filing ULP Process will strive to ensure that the process is completed within 5 weeks of the initial contact from the Union representative to the Activity representative or DRS that triggered the Pre-Filing ULP Process. The Union has the option to elevate the Pre-Filed ULP to the next step on any Pre-Filed ULP held by Management at that step for more than 12 days. Further, the Union agrees to notify DPCEL when such elevation takes place.

D. Filing Charges Prior to Completion of the Process

(1) If a potential ULP dispute is discovered by the Union at a time in close proximity to the expiration of the statutory time limitations for the filing of a ULP charge, the Union may file the ULP charge before completing the Pre-Filing ULP Process and inform the Activity that the charge has been filed and the reason for filing the charge prior to completion of the Pre-Filing ULP Process. The Union will request the Atlanta Regional Office to defer processing the charge and the parties will then expeditiously process the dispute under the Pre-Filing ULP Process.

(2) If a ULP charge is inadvertently filed by the Union without following the Pre-Filing ULP Process, the Union will contact the Activity and notify them that the charge has been filed and that the dispute will expeditiously be processed under the Pre-Filing ULP Process. The parties will request

the Atlanta Regional Office to defer processing the charge until the dispute has been processed under the Pre-Filing ULP Process, and will contact the Region when the process has been completed.

E. Resolution of Potential ULP Disputes

If a potential ULP dispute is tentatively resolved by the parties under the Pre-Filing ULP Process, the Union representative will provide DPCEL and the DMO a signed and dated copy of the tentative agreement within 1 day. DPCEL will have 7 days to review the agreement. If not approved in 7 days the issue will revert back to the ULP ADR process and/or FLRA depending upon the step at which the tentative agreement was reached. Those agreements that do not violate law, regulation, policy, or current negotiated agreements will be considered binding. Those where a conflict is found will be handled on a case-by-case basis between the Union president or designee and the Labor Relations Officer or designee who will attempt resolution within the 7 day period. Upon completion of review and approval the dispute will be deemed closed and will not be the subject of a ULP charge.

F. Period

This Agreement will be in effect for a six-month period, commencing on 6 May 2002 through 5 Nov 2002. If this Agreement is terminated, any potential ULP dispute that was not resolved or not yet raised under the Pre-Filing ULP Process may be filed with the FLRA as a ULP charge, subject to statutory time limitations and Section D of this agreement.

G. Official Time

(1) For the time that this Agreement is in effect, 40 hours of official time per week will be granted in block time to the Union designated representative to perform only the following activities required to implement the Pre-Filing ULP Process:

- A. Contact Activity officials at the level of conflict to arrange for Step 1 meetings;
- B. Participate as the Union representative, empowered to resolve disputes, at Step 1 meetings;
- C. Participate as the Union representative, empowered to resolve disputes, at Step 2 meetings;
- D. Participate at Step 3 meetings, when invited;
- E. Fulfill any post-meeting tasks necessary to resolve potential ULP disputes;
- F. Collect and report to the DRS data on the use of official time by the designated Union representative and other Union representatives required to implement this Agreement; and
- G. Participate in the administration of this Agreement and the implementation of the Pre-Filing ULP Process.

(2) It is the parties' intent that Union stewards will not substantially increase their use of official time under Article 4 of the parties Master Labor Agreement to participate in the Pre-Filing ULP Process, except for time spent attending meetings with Activity representatives in an attempt to resolve potential ULP disputes. Union tasks to be performed as part of the administration of this Agreement and the implementation of the Pre-Filing ULP Process, outside of the time spent meeting with Activity representatives, will be performed by the designated Union representative.

H. Training

The parties will jointly train the DRSs, Union stewards and Activity supervisors/managers on an as needed basis. This training must be mutually agreed upon.

I. Evaluation

1. The parties will deem the success of the Pre-Filing ULP Process based on a review of the following indicators:

- No less than 50% reduction in the number of ULP charges filed with the Federal Labor Relations Authority;
- Whether every potential ULP dispute is processed under the Pre-Filing ULP Process in good faith;

Whether resolutions of potential ULP disputes are fully implemented and the issue is not thereafter raised in a third party forum.

2. To assist in evaluating the above factors, the following information will be collected by the Union designated representative and the DPCEL ULP DR representative:

- The number of ULP charges filed with the Federal Labor Relations Authority;
- The number and type of issues processed under the Pre-Filing ULP Process;

The amount of official time used to implement the Pre-Filing ULP Process and the use of that official time;

The number of hours used by Activity supervisors/managers to implement the Pre-Filing ULP Process; and

J. Ongoing Oversight

1. The parties may informally contact each other when there are concerns about the effective implementation of the Agreement.
2. The DRSs, Union designated representative and the Activity Director of Human Resources will meet as necessary to review the role of the DRSs and effective implementation of this Agreement.

/s/ REGINALD O. BUTTS

For the Activity

/s/ DONALD THOMPSON

For the Union

1 MAY 02

Date

1 MAY 02

Date